



SEALED BID
INFORMATION TECHNOLOGY REQUEST FOR PROPOSAL
VERMONT CARE NETWORK
Unified EMR SOLUTION
RFP #: VCN-201701

LOCATION FOR BID SUBMISSIONS: Vermont Care Network 137 Elm Street, Montpelier, VT 05602

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND AMENDMENTS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

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<http://www.vermontcarepartners.org>

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1 Introduction & Background

1.1 Introduction

The State of Vermont relies on 16 independent, non-profit designated and specialized service agencies to provide mental health, substance use disorder and developmental disability services to approximately 50,000 people throughout the state. Vermont Care Partners (VCP) is a collaboration between two independent organizations that work on behalf of the agencies. Behavioral Health Network of Vermont (BHN) DBA Vermont Care Network (VCN) is a non-profit organization that serves as its network agency's innovation and business center. Incorporated as Behavioral Health Network of Vermont in 1994, VCN is a 501(c)(3) organization that creates effective partnerships and efficiencies to facilitate the provision of accessible, high quality services and supports throughout the state. Committed to excellence and innovation, VCN provides strategic return on investment by serving as a vehicle for collaboration, systems integration and improvement, economies of scale and new opportunities and markets. The Vermont Council of Developmental and Mental Health Services (the Council), is a 501(c)(6) and is the trade association and advocacy arm of Vermont Care Partners. Together, the two organizations work on behalf of the VCP network to provide statewide leadership for an integrated, high quality system of comprehensive services and support. The 16 non-profit community-based network agencies offer care to Vermonters affected by developmental disabilities, mental health conditions and substance use disorders.

Vermont is in the process of undergoing a significant amount of change in its health delivery system. The efforts around payment and health reform are unique and moving at a rapid pace. VCN agencies are in the process of both assessing and preparing for the readiness work that needs to take place in order for them to be successful players in this transformation.

Through this Request for Proposal (RFP), VCN seeks proposals that will enable as many as 11 of the agencies to move toward a more unified electronic medical record (EMR) for the network. The proposals will demonstrate the vendor's capability to create system-wide efficiencies while handling the unique care delivered by each of the network agencies, improving cross-collaborative communication across the network and with other Vermont providers, and handling the business functions necessary to effectively achieve the goals of value-based purchasing.

Through Vermont Care Network, VCP intends to secure a contract for a unified and integrated EMR solution that will be used across the network.

1.2 RFP Purpose and Objectives

VCN seeks a long term relationship with a vendor willing to commit to a partnership that improves client services and supports and practices efficiency through the use of EMR technology across the VCN network in Vermont. The partner will provide an innovative approach to a multi-entity implementation that will yield operational efficiencies and standardization, while still making allowances for inter-agency differences.

Each network agency is an independent legal entity. VCN's goal is to help these agencies achieve economies of scale through this implementation. While most of these improvements will come through the efforts of VCN and the agencies, vendors that can envision and support this process through their EMR solution and implementation methodology will be preferred. VCN is looking for a vendor who can propose an implementation plan that capitalizes on the ways that this collection of agencies can be treated as a single, large geographically dispersed organization, while at the same time understanding the areas where they must be treated distinctly. VCN intends to work with the agencies to achieve consensus, agree on areas where workflow standardization makes sense, and develop shared training and application support groups.

VCN is seeking a partner who provides significant leadership in establishing a well thought-out implementation plan and executing that plan with minimal impact on practice operations. The plan should include realistic expectations for the staff resources required and the timeframes for completion.

1.3 Background

On behalf of the statewide network, VCP works in a number of areas to achieve efficiencies, improve quality, and demonstrated value. These areas include: advocacy and policy; the continuous development of a provider network; quality assurance and quality improvement initiatives; technology innovation; education and training; program innovation; and more.

The network agencies are in the midst of significant change as it relates to electronic medical records. Many are dissatisfied with their current EMR and many are not using their EMRs to their full potential. Limitations in the EMRs have created challenges in delivery of services, coordination of care and major changes in health care financing are creating new needs for tying financial, service delivery, and administrative functions into a unified system. Support for legacy EMR systems may be discontinued, and an initial network-wide assessment revealed that various workarounds were being utilized to address changing business needs within the confines of these inflexible legacy technologies.

As previously stated, health reform is initiating the need for a more robust and unified platform. The network agencies must prepare themselves to take part in a transforming health delivery system that prioritizes cost containment, high quality care and improved health outcomes. This includes a move toward Value Based Payment (VBP) for the 16 agencies and a more robust role in integrated and coordinated care delivery, both of which require a high functioning and diverse EMR. VBP encompasses a broad set of performance-based payment strategies that link financial incentives to a provider's performance on a set of defined measures of quality, cost, and resource use. These programs are intended to improve quality and slow the growth of health care spending by creating high-quality, cost-effective care. EMR solutions are essential to ensure that the network agencies can be prepared to integrate into these systems created by VBP and to prove their value to the health system at large. VCN's members provide vital services to Vermont, but as the country moves towards VBP, they will need to have hard data to demonstrate their value. An appropriate vendor will not only be able to overcome

the legacy EMR issues that have been absorbing too much of the members' time, but will also be able to improve workflow and provide data that demonstrates savings to Vermont's health care system.

This RFP is being developed and posted by VCN. For more information about Vermont Care Partners and its network agencies, please visit our website at: www.vermontcarepartners.org

1.4 VCN Members and the State of Vermont

The community mental health system in Vermont was created in the 1960's to allow individuals who might otherwise live in state hospitals, state schools or other institutional placements to lead more typical lives in the community. Vermont expanded community mental health and developmental disability services by designating certain agencies to provide services in specific regions throughout the state. Vermont's publicly funded community services system for individuals of all ages with developmental disabilities and mental health disorders is provided through contracts between the State of Vermont and sixteen private, nonprofit, community provider agencies.

Network agencies vary in size and the programs that they offer. Due to the rural nature of the state, several have multiple offices dispersed throughout their service area and some provide services statewide. There is one designated agency in each region of the state responsible for ensuring availability of needed developmental disability and/or mental health services. Key responsibilities are providing or arranging comprehensive services for all eligible people in the region including: intake and referral; assessing individual needs and developing individualized support plans; and providing 24/7 crisis response. This involves local planning, services coordination and monitoring of outcomes to ensure accountability.

There are eleven designated agencies and five specialized service agencies (SSA) within the network. Ten of the designated agencies have, by statute, bottom line responsibility for assuring that a comprehensive range of services are available for specific priority populations, including individuals with severe and persistent mental illness, children with severe emotional disturbance and individuals with developmental disabilities who would otherwise be at risk of institutional placements. These agencies provide comprehensive services to individuals with severe mental illness through the Community Rehabilitative Treatment (CRT) programs and support and manage crisis beds and hospital-diversion services, intensive residential beds, residential beds, supportive housing, and wrap-around programs. In addition, services include Adult Outpatient counseling for individuals and families, case management, peer-based services and services to families with children experiencing a severe emotional disturbance. The eleventh designated agency is a stand-alone agency caring solely for those with developmental disabilities. Of the five SSAs, one focuses on comprehensive mental health services for children and adolescents and the others are stand-alone agencies caring solely for those with developmental disabilities. This RFP will focus on ten of the eleven designated agencies and the one comprehensive mental health specialized service agency.

Vermont Care Network members have a close working relationship with the State of Vermont, and the Agency of Human Services in particular. Many of the funding streams and policy decisions come through the Vermont Department of Mental Health (DMH), the Department of Disabilities, Aging and

Independent Living (DAIL), and the Department of Vermont Health Access (DVHA). In addition to the primary state agencies that our members work with and report to, VCN members are in constant communication, and have contractual arrangements with a number of other State agencies, such as, the Department of Health Alcohol and Drug Abuse Program, Department of Children and Family Services, Department of Corrections, and more. The majority of these departments request reporting on a regular, or an ad-hoc basis. Beyond State Agencies, our members are also receiving requests from other interested third parties for reporting to support various initiatives, programs, care coordination and funding. In addition, the agencies are beginning to send data to accountable care organizations (ACO) within the state.

2 Procurement Information

2.1 Approach

The procurement approach for this initiative is outlined below:

1. **RFP Phase:** The purpose is to identify vendors and products that align with VCN and agencies' vision, and current and future requirements.
2. **Demonstration/Interview Phase:** Evaluation of EMR product and vendor by VCN and cross-agency functional teams. Selected vendors should anticipate a full day interview on-site in Vermont, that will include:
 - a. Introduction/overview of vendor behavioral health vision and strategy
 - b. Detailed demonstration/walk-through of key components and workflows, including:
 - i. Front Office
 - ii. Clinical
 - iii. Billing
 - iv. GL Integration
 - v. Analytics and Reporting
 - vi. Interfaces
 - c. EMR technical architecture, hosting and support model.
 - d. Recommended implementation approach, including training and documentation.
 - e. Cost proposal overview.
3. **Scoping Phase:** VCN and agencies will determine scope of implementation such as number of agencies, users, standardized vs. non-standard forms and workflows, number interfaces, custom data extracts etc. and request final pricing and detailed implementation plan from selected vendors based on this scope definition.
4. **Contracting Phase:** Select vendor and product, and conduct vendor reference checks and site visit, and contract negotiation with selected vendor.

2.2 Single Point of Contact

All communications concerning this RFP are to be addressed via email to the attention of:

Vermont Care Network
Attn: Ken Gingras
137 Elm Street
Montpelier VT, 05603
Email: Ken@VermontCarePartners.org

Ken Gingras is the sole contact for this RFP. Attempts by bidders to contact any other VCN or agency personnel could result in the rejection of their Proposal.

2.3 Procurement Schedule

The following table documents the critical events for the procurement. All dates are subject to change at VCN's discretion, or if it is determined that a Certificate of Need or Federal approval is required prior to contracting.

Table 1: Procurement Schedule

Procurement Schedule	
RFP Release Date	1/17/17
Vendor Conference	1/24/17
Letter of Intent	1/31/17
Vendor Questions Due	1/31/17
Response to Vendor Questions Posted	2/10/17
Proposals Due/Bid Opening	3/31/17
Notification of Selected Vendors for next phase	4/28/17
Vendor Demonstrations/Oral Presentations	5/8/17 - 5/26/17
Final Scoping/Request for Pricing	6/30/17
Final Pricing Response Due	7/28/17
Selection of Finalists	8/25/17
Site Visits	8/28/17 – 9/8/17
Contract Negotiations	September - October 2017
Anticipated Contract Finalized	October 2017
Anticipated Contract Start Date	November 2017

2.4 Legal and Regulatory Constraints

2.4.1 Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either a Vendor or anyone acting on its behalf in connection with this procurement has past, present, or currently planned personal, professional, or financial interests or obligations that, in VCN's determination, would actually or apparently conflict or interfere with the Vendor's contractual obligations to VCN. A conflict of interest would include circumstances in which a Vendor's personal, professional or financial interests or obligations may directly or indirectly:

- Make it difficult or impossible to fulfill its contractual obligations to VCN in a manner that is consistent with the best interests of VCN;
- Impair, diminish, or interfere with that Vendor's ability to render impartial or objective assistance or advice to VCN; or
- Provide the Vendor with an unfair competitive advantage in future VCN procurements.

Neither the Vendor nor any other person or entity acting on its behalf, including but not limited to Subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, a Vendor must certify that they do not have personal or business interests that present a conflict of interest with respect to the RFP and resulting Contract. Additionally, if applicable, the Vendor must disclose all potential conflicts of interest. The Vendor must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained. VCN will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the Contract. **Failure to identify potential conflicts of interest may result in disqualification of a proposal or termination of the Contract.**

2.4.2 Confidentiality

Proposers should specify in their cover letter if any portion of their submittal should be treated as proprietary and not releasable as public information, and explain why such material should be considered confidential. Under no circumstances can the entire response be marked as confidential. A redacted copy should be included for portions of submittal that are proprietary.

2.4.3 Non Collusion

VCN is conscious of and concerned about collusion. It should therefore be understood by all that in signing bid and contract documents they agree that the prices quoted have been arrived at without collusion and that no prior information concerning these prices has been received from or given to a competitive company. If there is sufficient evidence to warrant investigation of the bid/contract

process by the State, all bidders should understand that this paragraph might be used as a basis for litigation.

2.4.4 Amendments and Announcements Regarding this RFP

VCN will post all official communication regarding this RFP on this website:

<http://www.vermontbusinessregistry.com> on this page:

<https://www.vermontbusinessregistry.com/BidPreview.aspx?BidID=19207>

VCN reserves the right to revise the RFP at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Vendor questions, amendments, or addenda issued by VCN on <http://www.vermontbusinessregistry.com>. Vendors should check the website frequently for notice of matters affecting the RFP.

Any Contract resulting from this RFP will be between VCN and the selected Vendor. Any requirements specified herein post award are specifically by and between VCN and the selected Vendor.

2.4.5 RFP Cancellation/Partial Award/Non-Award

VCN reserves the right to cancel this RFP, to make a partial award, or to make no award if it determines that such action is in the best interest of the VCN.

2.4.6 Right to Reject Proposals or Portions of Proposals

VCN may, at its discretion, reject any and all proposals or portions thereof.

2.4.7 Costs Incurred

Issuance of this RFP in no way constitutes a commitment by VCN to award a Contract or to pay any costs incurred by a Vendor in the preparation of a response to this RFP. VCN is not liable for any costs incurred by a Vendor prior to issuance of or entering into a formal agreement, contract, or purchase order. Costs of developing proposals, preparing for, or participating in oral presentations and site visits, or any other similar expenses incurred by a Vendor are entirely the responsibility of the Vendor, and will not be reimbursed in any manner by the VCN.

2.4.8 Modification or Withdrawal of Proposal

Prior to the proposal submission deadline set forth in Section 1.03, a Vendor may: (1) withdraw its Proposal by submitting a written request to the VCN point of contact, or (2) modify its Proposal by submitting a written amendment to the VCN point of contact. VCN may request proposal modifications at any time.

VCN reserves the right to waive minor omissions in a proposal and award a contract that is in the best interest of the VCN. A "minor omission" is an omission or error that, in VCN determination, if waived or

modified when evaluating proposals, would not give a Vendor an unfair advantage over other Vendors or result in a material change in the proposal or RFP requirements. When VCN determines that a proposal contains a minor informality, it may at its discretion provide the Vendor with the opportunity to correct.

2.4.9 VCN Use Ideas

VCN reserves the right to use any and all ideas presented in a proposal unless the Vendor presents a valid legal case that such ideas are trade secrets or confidential information, and identifies the information as such in its Proposal. A Vendor may not object to the use of ideas that are not the Vendor's intellectual property and so designated in the Proposal that: (1) were known to the VCN before the submission of the Proposal, (2) were in the public domain through no fault of VCN, or (3) became properly known to VCN after Proposal submission through other sources or through acceptance of the Proposal.

2.4.10 Multiple Responses

The Vendor may only submit one (1) Proposal as a prime Vendor. If the Vendor submits more than one (1) proposal as a prime, VCN may reject one or more of the submissions. This requirement does not limit a Vendor's ability to collaborate with one or more Vendors as a sub-contractor submitting proposals.

2.4.11 No Joint Proposals

VCN will not consider joint or collaborative proposals that require a contract with more than one (1) prime Vendor.

2.4.12 Use of Subcontractors

Subject to the conditions listed in this RFP, the Vendor may propose to use a Subcontractor(s) to make a complete offer to perform all services. Any prospective Subcontractor that is not a wholly owned subsidiary of the Vendor will be subject to these conditions.

The conditions for proposing to use Subcontractors include, but are not limited to, the following:

- Prior to any communication or distribution of VCN confidential information to the potential Subcontractor, the Vendor must provide VCN with the name of the potential Subcontractor in advance and in writing. The Vendor will also provide contact information for the potential Subcontractor.
- VCN must give its written approval prior to the Vendor providing any VCN confidential information to a potential Subcontractor or another entity.
- If selected, the Vendor will be the prime Vendor for services provided to VCN by approved Subcontractors.

- The Vendor will be ultimately responsible for the provision of all services, including Subcontractor's compliance with the service levels, if any.
- Any Subcontractor's cost will be included within the Vendor's pricing and invoicing.
- No subcontract under the Contract must relieve the Vendor of the responsibility for ensuring the requested services are provided. Vendors planning to subcontract all or a portion of the work to be performed must identify the proposed Subcontractors.

2.5 General Instruction and Proposal Requirements

2.5.1 Questions and Comments

Any Vendor requiring clarification of any section of this proposal or wishing to comment or take exception to any requirements or other portion of the RFP must submit specific questions in writing via email only no later than **3:00 PM EST on Tuesday, January 31, 2017**. Questions may be e-mailed to ken@vermontcarepartners.org.

No questions will be accepted via telephone. Any objection to the RFP or to any provision of the RFP, that is not raised in writing on or before the last day of the question period is waived. Every effort will be made to have the VCN responses posted by **February 10, 2017**, contingent on the number and complexity of the questions. A copy of all questions or comments and VCN responses will be posted on the web site: <http://www.vermontbusinessregistry.com>

2.5.2 Closing Date

The closing date for the receipt of proposals is **March 31st, 2017 at 3PM EST**. Bid must be delivered to:

Vermont Care Network
137 Elm Street Suite
Montpelier, VT 05602
Email: ken@VermontCarePartners.org

Proposals or unsolicited amendments submitted after 3:00 PM on the closing date will not be accepted and will be returned to the vendor.

2.5.3 Bidders Conference (Optional)

An optional pre-proposal bidders' conference has been scheduled for **Tuesday, January 24, 2017 at 2:00pm EST**.

Phone Number: 1-866-848-2216 Conference Code: 6411800117

While attendance is not mandatory, interested bidders are highly encouraged to participate in this conference call. Interested firms will have the opportunity to submit questions regarding the RFP requirements during the call. Substantial clarifications or changes required as a result of the meeting will be issued in the form of either a written addendum to the RFP, or an additional QA Document.

2.5.4 Letter of Intent

Vendors must submit a Letter of Intent to indicate their intention to bid, no later than **3:00 PM EST on Tuesday January 31st, 2017**. Vendors should include their organization name, EMR product name, and contact information.

2.6 Instructions for Submitting Proposals

2.6.1 Proposal Submission Requirements

Vendors must strictly adhere to the following response submission requirements:

1. Failure to follow any instruction within this RFP may, at VCN sole discretion; result in the disqualification of the Vendor's Proposal.
2. VCN has no obligation to locate or acknowledge any information in the Vendor's Proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's Proposal must be received, in writing, at the address specified in this RFP, by the date and time specified. VCN will not be responsible for delays in the delivery of question documents. Any proposal received after bid submission deadline will be returned unopened.
4. Original signatures are required on one copy of the Submission Cover Sheet, and Vendor's original submission must be clearly identified as the original.
5. VCN reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
6. VCN reserves the right to waive any defect or irregularity in any proposal procedure.
7. The Vendor must not alter or rekey any of the original text in this RFP. If VCN determines that the Vendor has altered any language in the original RFP, VCN may, at its sole discretion, disqualify the Vendor from further consideration. The RFP issued by VCN is the official version and will supersede any conflicting RFP language submitted by the Vendor.
8. The Vendor acknowledges having read and accepting all sections by signing the Submission Cover Sheet.

2.6.2 Number of Copies

The Vendor is required to submit one (1) clearly marked original printed proposal, (5) printed copies and one (1) electronic copy either MS Word or PDF format. Please do not bind your proposals, please use removable clips.

The bid must include a Technical Response and a separate Pricing Response.

2.6.3 Submission

All bids must be sealed and addressed to:

Vermont Care Network
137 Elm Street Suite #1
Montpelier, VT 05602
Attn: Ken Gingras

All bidders are hereby notified that sealed bids must be received by the primary contact. Bids not in possession of the primary contact at the bid submission deadline will be returned to the Vendor, and will not be considered.

VCN may, for cause, change the date and/or time of bid submission deadline, or issue an addendum. If a change is made, VCN will make a reasonable effort to inform all bidders by posting at:

<http://www.vermontbusinessregistry.com>

The closing date for the receipt of proposals is **March 31st, 2017 at 3PM EST.**

2.6.4 Delivery Methods

U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to ensure bids are received prior to bid submission deadline.

EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. Express delivery packages will not be considered received by VCN until the express delivery package has been received by the primary contact.

HAND DELIVERY: Hand carried bids shall be delivered to a representative of VCN prior to the bid submission deadline.

FAXED BIDS: Faxed bids will not be accepted.

2.6.5 Additional Information or Clarification

VCN reserves the right to request additional information or clarification of a Vendor's Proposal. The Vendor's cooperation during the evaluation process in providing VCN staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation may, at VCN discretion, result in the disqualification of the Vendor's Proposal.

1. Vendors may request additional information or clarifications to this RFP using the following procedures:
 - a. Vendors must clearly identify the specific paragraph(s) in the RFP that is/are in question.
 - b. Vendors must email as an attachment a written document to the sole point of contact as identified in Section 2.2 of this RFP.
 - c. This document must be sent via e-mail.

- d. It is solely the responsibility of the Vendor that the clarification document reaches the VCN on time. Vendors may contact the sole point of contact to verify the receipt of their documents. Documents received after the deadline may be rejected. All questions will be compiled and answered and a written document containing all questions submitted and corresponding answers will be posted on the website at <http://www.vermontbusinessregistry.com>

Unsolicited clarifications and updates submitted after the deadline for questions will be accepted or rejected at the sole discretion of VCN.

3 Proposal Response Requirements

3.1 Proposal Instructions

Proposals must address all the requirements of the RFP in the order and format specified in this section. Each RFP requirement response in the Proposal must reference the unique identifier for the requirement in the RFP.

3.2 Proposal Format

The Proposal must be structured in the following manner and must consist of all the sections, as listed below. Vendor name should be included in either the header or footer of all documents. All pages should be numbered.

3.3 Proposal Package

The vendor proposal package must include the following sections, as directed in each of the response templates included in the RFP. Vendors must use the attached templates as directed to respond to the RFP.

Table 2: Vendor Response Package

Vendor Response Package	
RFP Cover Letter and Executive Summary	Appendix E
Requirements Summary	Appendix F
Functional Requirements	Appendix G
Technical Requirements	Appendix H
Implementation Approach	Appendix I
Vendor Experience & References	Appendix J
Pricing Proposal	Appendix K
Support and Maintenance	Appendix L

This package of the Vendor's response must include all sections as described below. Each Section corresponds to the Appendix response template designated with the same letter.

3.3.1 Section E: RFP Cover Letter and Executive Summary

This section of the Vendor's Technical Proposal must include a cover letter and executive summary stating the Vendor's intent to bid for this RFP.

The Vendor's response must include a transmittal (cover) letter; table of contents; executive summary; Vendor contact information and locations.

If the Vendor wishes to propose an exception to any Provision for Contracts, it must notify the VCN in the cover letter. Failure to note exceptions will be deemed to be acceptance of the Provision for Contracts Appendix A, B and C of this RFP. If exceptions are not noted in the RFP but raised during contract negotiations, the VCN reserves the right to cancel the negotiation if deemed to be in the best interests of the VCN.

Submission for this section must be compliant with the instructions detailed in **Appendix E: Cover Letter and Executive Summary**.

3.3.2 Section F: Requirements Summary

This section of the Vendor's Technical Proposal must include a response to the Requirements Summary provided in Template F. The objective of the requirements response is to provide the evaluation team with a method to understand the degree to which each Vendor's solution has the potential of meeting the VCN project requirements. Submission for this section must be compliant with the instructions detailed in **Appendix F: Requirements Summary**.

3.3.3 Section G: Functional Requirements

This section of the Vendor's Technical Proposal must include a narrative of the Vendor's proposed Functional Requirements Approach, describing how the vendor's proposed solution can be designed and implemented to meet VCN/agency requirements, and to provide comparative examples from other similar implementations. Submission for this section must be compliant with the instructions detailed in **Appendix G: Functional Requirements**.

3.3.4 Section H: Technical Requirements

This section of the Vendor's Technical Proposal must include a narrative of the Vendor's proposed Technical Requirements Approach, describing how the vendor's proposed solution can be designed and implemented to meet VCN/agency technical requirements, and to provide comparative examples from other similar implementations. Submission for this section must be compliant with the instructions detailed in **Appendix H: Technical Requirements**.

3.3.5 Section I: Implementation Approach

This section of the Vendor's Technical Proposal must include a narrative of the Vendor's proposed Implementation approach. The Vendor's response must detail the approach to meet the various Implementation Requirements including: project management methodology; EMR customization and configuration, quality management; data migration; testing; deployment and go-live support. Submission for this section must be compliant with the instructions detailed in **Appendix I: Implementation Approach**.

3.3.6 Section J: Vendor Experience and References

This section of the Vendor's Technical Proposal must include details of the Vendor's Experience and References.

The Vendor's Technical Proposal must include Vendor organization overview; corporate background; Vendor's understanding of the Health and Human Services domain; Vendor's experience in public sector;

The Vendor's response include at least three (3) references from similar projects performed within the last five (5) years that demonstrate the Vendor's ability to perform the Scope of Work described in the RFP. If the Proposal includes the use of Subcontractor(s), provide three (3) references for each.

Submission for this section must be compliant with the instructions detailed in **Appendix J: Vendor Experience and References**.

3.3.7 Section K: Pricing Proposal

The Pricing Proposal must include a response through the submission of Appendix K - Pricing Workbook. Vendors must complete this workbook as instructed marked with the RFP number, and the RFP submission date and include it in the submission packet.

Vendors must base their Pricing Proposals on the Scope of Work described in this RFP. The Pricing Proposals must include any business, economic, legal, programmatic, or practical assumptions that underlie the Pricing Proposal. VCN reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the Contract resulting from this RFP are deemed rejected by VCN.

Vendors are responsible for entering cost data in the format prescribed by the Pricing Workbook. It is the sole responsibility of the Vendor to ensure that all mathematical calculations are correct and that the Total Costs reflect the Bid Amount for this RFP.

Completion of the Pricing Workbook is mandatory. The intent of this template is to understand estimated/ballpark costs for implementing the core EMR and additional components and services that would be required to fulfill the outlined requirements. These cost estimates are considered as representative or example costs only. Selected vendors will have an opportunity to refine pricing based

on final scope and requirements during the procurement phase. Vendors should rework these pricing rows/columns to fit their pricing model and provide as much information as they can at this time, together with the assumptions they have used to develop the estimates.

Submission for this section must be compliant with the instructions detailed in **Appendix K: Pricing Proposal**.

3.3.8 Section L: Support and Maintenance

This section of the Vendor's Technical Proposal must include a response to this template for the core EMR software, as well as for any 3rd party software or services that you include as part of the proposed solution. Submission for this section must be compliant with the instructions detailed in **Appendix L: Support and Maintenance**.

3.4 Proposal Evaluation

The purpose of this RFP is to identify vendors and products that align with VCN and agencies' vision, and current and future requirements. The VCN evaluation team (inclusive of network agency representation) will use a formal evaluation process to select a small number of successful Vendors who will be invited to proceed to the demonstration phase of this procurement. VCN will consider capabilities or advantages that are clearly described in the proposal, which may be confirmed by key personnel interviews, oral presentations, site visits, demonstrations, and references contacted by VCN. VCN reserves the right to contact individuals, entities, or organizations that have had dealings with the Vendor or proposed staff, whether or not identified in the proposal.

VCN will more favorably evaluate proposals that offer no or few exceptions, reservations, or limitations to the terms and conditions of the RFP.

3.4.1 Demonstration/Interview Phase

VCN plans to request oral presentations to allow for the evaluation of EMR product and vendor by VCN and cross-agency functional teams. Selected vendors should anticipate a full day interview on-site in Vermont that will include:

- a. Introduction/overview of vendor behavioral health vision and strategy
- b. Detailed demonstration/walk-through of key components and workflows, including:
 - i. Front Office
 - ii. Clinical
 - iii. Billing
 - iv. GL Integration
 - v. Analytics and Reporting
 - vi. Interfaces
- c. EMR technical architecture, hosting and support model
- d. Recommended implementation approach
- e. Cost proposal overview

Senior implementation team personnel must be active participants in the oral presentations – VCN is not interested in corporate or sales personnel being the primary participants in oral presentations. This event will focus on an understanding of the capabilities of the proposed solution and Vendor in meeting the VCN requirements. VCN will negotiate with selected Vendors the time and location for these activities, and may supply agendas or topics for discussion. VCN reserves the right to ask additional questions during oral presentations, site visits, and or demonstrations to clarify the scope and content of the written proposal.

The Vendor's oral presentation, site visit, and/or demonstration must substantially represent material included in the written proposal, and should not introduce new concepts or offers unless specifically requested by VCN.

3.4.2 Scoping Phase

Subsequent to the vendor demonstrations, VCN and agencies will confirm the scope of implementation such as number of agencies, users, standardized vs. non-standard forms and workflows, number interfaces, custom data extracts etc. and request final pricing and detailed implementation plan from selected vendors based on this scope definition.

Vendors will be requested to submit an updated technical and pricing proposal based on the confirmed scope of work for the implementation.

3.4.3 Contracting Phase

The VCN and agency evaluation team will review new proposal submissions from selected vendors, and may require subsequent meetings to review and finalize the approach for the project. VCN plans to request site visits where solution is fully operational, in addition to conducting vendor reference checks.

3.4.4 Discussions with Vendors

VCN may, but is not required to, conduct discussions with all, some, or none of the Vendors admitted to the field of competition for the purpose of obtaining the best value for VCN. It may conduct discussions for the purpose of:

- Obtaining clarification of proposal ambiguities;
- Requesting modifications to a proposal;
- And/or obtaining a best and final offer.

VCN may make an award prior to the completion of discussions with all Vendors admitted to the field of competition if VCN determines that the award represents best value to VCN.

4 Scope of Work - Solution Overview

4.1 Healthcare Payment Reform

Both nationally and in Vermont, it is being recognized that a fee-for-service payment methodology for health care is not resulting in high quality care and good outcomes and that it does not meet the needs of some of our most vulnerable populations, including those served by the VCN network. Siloed funding streams, a lack of incentives to coordinate care, chronic underfunding and more leaves them being served by a fragmented and ill equipped health delivery system. Hospitals, long-term care facilities, mental health providers, developmental service providers, substance use disorder providers, home and community-based care agencies, primary care providers, including federally qualified health centers, and rural health centers all play a role in this complex delivery system. In 2011, the State of Vermont received a federally funded State Innovation Models Testing grant. As such, Vermont has spent the past three years designing, testing, and implementing new payment models while at the same time focusing on practice transformation and health data infrastructure. A result of much of this work was the development of accountable care organizations. Two years ago, the State of Vermont began exploring the idea of an All Payer Model based on Medicare's Next Generation Accountable Care Organization (ACO) model. The All Payer Model (APM) aims to meet a sustainable rate of growth for health care spending in Vermont. As such it aligns Medicaid, Medicare, and commercial payers and focuses on a set of health care services equivalent to Medicare Parts A and B (hospital and physician services). The model includes quality and performance measurements and the ability for waivers if payment methodologies need restructuring, which is the current thinking of the Administration.

The Centers for Medicare and Medicaid Services (CMS) and the State of Vermont have recently signed the All Payer Waiver. Under the All-Payer Model, the Green Mountain Care Board (GMCB) will oversee the distribution of funds from Medicare, Medicaid, and participating commercial payers to the participating ACOs. ACOs will be paid a population based payment based on their attributed members, similar to a capitation payment. As ACO-focused delivery reforms mature under the All Payer Model they must begin to integrate with providers that support Community-Based Services in Vermont and address the social determinants of health in order to realize a fully organized and accountable system of care. This includes the 16 network agencies that provide mental health, substance use disorder and developmental disability services throughout Vermont. These providers cannot work in isolation from the new system delivery reform.

In the All-Payer Model draft agreement, there is support for the inclusion of mental health and substance use disorder services in the form of transformation and planning to be completed by year three. Beginning in year four, the State hopes to align the financing and delivery of Medicaid mental health, substance use disorder treatment and developmental disabilities with the All-Payer Model. The accountable care organization (most likely Vermont Care Organization) will rely on the services provided by the VCP network agencies to ensure that their attributed population receives high quality care while focusing on improved outcomes and cost containment.

Currently, all 16 agencies have contracts or affiliate agreements with either one or both ACOs in Vermont (OneCare Vermont and Community Health Accountable Care). These agreements will change overtime as the All-Payer Model is implemented. There is a high likelihood that at least some of the payments to the network agencies will flow through the ACO. In addition, the network agencies will become more and more responsible for the provision of data regarding their services. While the specific contracting and other details are not fully known at this time, it is accurate to assume that these changes will bring an unprecedented requirement for integration of VCP network agency services with not only community based services such as housing, transportation, employment and more, but also with physical health.

Vermont, like many other states, is moving away from volume-based payments toward value-based reimbursement. The network agencies have a number of different payment methodologies for which they are responsible for tracking and reporting. In fact, some agencies have as many as 73 payment streams. If the main purpose of payment reform is to improve the quality of care and contain costs, the need for the delivery of cost, quality and client outcome measures becomes even greater. This is where technology plays one of its greatest roles. A high functioning EMR that enables the collection and aggregation of necessary data is essential for the success of a transformed delivery system that utilizes VBP to incentivize change.

If the value based payment methodology rewards performance, then agencies will need to meet certain standards for cost and care in order to achieve savings and earn incentives. While the network agencies will not be considered at risk in the short term, the assumption can be made that they will eventually need to take on risk. Network agencies will need to measure and report on performance outcomes differently than they do in the current environment. Currently, the agencies primarily provide service level data to the State of Vermont and other funders. While this is beginning to change and outcome data is playing a larger role, the major future shift will be three-fold: 1) financial data will be tied to performance data for reporting purposes; 2) agencies will need to measure performance data in a way that will allow for assessment and continuous quality improvement; and 3) outcomes will be tied to population health and risk. In addition, collaboration, integration and care coordination will also be utilized and measured. VBP demands integrated - or at least highly coordinated - care.

In a world of cost containment, efficiency plays a greater and greater role, thus a great impetus for this RFP. The five single service developmental disability agencies have recently combined efforts to implement the same EMR. The remaining 11 agencies are looking to determine if they can do the same thing and develop a “unified” EMR. Assessing different vendors, determining the right platform for a transformed delivery system, adopting new processes, training staff on new workflows, policies and procedures, implementing quality improvement initiatives all takes a lot of hard work. As a network, we hope to capitalize on our efforts to streamline and develop efficiencies in this arena through the optimization of EMR technology. While this specialty area lags behind other parts of the medical world in terms of EMR implementation and optimization, our network hopes that we can move quickly and

efficiently to enable a successful transformation. A major goal is to enable the agencies to achieve efficiencies and improve care delivery through the use of an EMR and not have it be an additional administrative barrier that gets in the way of providing high quality care. If agencies can use their EMRs to gain a greater understanding of their care delivery and associated risks, it will result in an opportunity to impact client and population health outcomes. In addition, assuming we can overcome some of the regulatory barriers placed in front of information sharing, EMRs can be a great tool for information sharing to achieve enhanced care coordination and integration. Interoperability is essential in this new world of health care delivery. We understand that hospitals, primary care providers and others are on all different EMR platforms. As such, interoperability, or lack thereof, becomes a large challenge for all of us. In order to achieve the outcomes that the State, the federal government and our clients want us to achieve, communication with regional and statewide provider partners will become increasingly necessary. Integration and coordination are significant components of value based payment and care. There will be many outcomes to which we will be held accountable. The prevention of readmissions, follow-up to discharge in a timely manner - these and so many others will be much easier if real-time data is captured accurately in our system's EMR.

Another key motivation for the vision of a "unified" EMR is to gain efficiencies in the staffing and IT expertise throughout the network. Being well versed and having the ability to truly engage in process and quality improvement efforts is essential to value based care. The network will need a vendor that can support our agencies in taking full advantage of their EMRs to enable improved care delivery.

The changes in health and payment reform have triggered the need for a host of new EMR capabilities that can collect and utilize data in ways that we have not previously needed to do. In addition, it has become essential to develop as much efficiency across our statewide network of care as possible. Tying payment to value, in other words tying payment to outcomes/cost, is a dramatic shift for Vermont in general and for our network in particular.

5 Scope of Work - Functional Requirements

This section outlines key functional requirements for the VCN agencies. The goal is to understand how the EMR solution can be designed and implemented to provide this functionality in a highly intuitive, effective and optimized manner. We expect that the vendor EMR solutions have been designed to meet all ONC certification and EMR best practice recommendations and we have not therefore attempted to list a full set of features and functionality that would be expected as standard in all EMR solutions.

Vendors should use the response templates referenced in **Appendix F – Requirements Summary** and **Appendix G - Functional Requirements** to respond to this section.

5.1 Specific Attributes of the VCN Agencies

There are some unique features to the delivery of mental health, substance use disorder and developmental disability services in Vermont that vendors should understand while responding to this RFP.

Most importantly, approximately half of the services and supports the agencies provide are delivered in a community setting. This includes at home, in schools, at places of employment, in correctional facilities, and more. This is closer to 90% when looking only at the developmental disability agencies. In addition, all the multi-service comprehensive designated agencies are required to provide 24/7 crisis services and many primary care providers and others rely on them for these after hour services. While we are not including the single service developmental disability agencies in this RFP, it is important to note that the majority of the included agencies have robust integrated developmental disability programs. While all agencies are required by statute to provide certain services to specific populations across the state, they vary in terms of size and provide diverse programming. Many of which may not appear typical to those not familiar with the system. For example, some agencies have their own schools, residential programs, and community crisis beds. In addition, they are integrated in local school systems, police departments, primary care offices, hospital emergency departments, and more.

Other unique aspects of the delivery system include State of Vermont Medicaid procedural and documentation regulations. Additionally Vermont's rural nature and poor telecommunication infrastructure makes it difficult to integrate electronic systems with our community oriented approach.

Another important difference is that psychiatrists work across multiple agencies. Today, that means managing multiple EMR logins and multiple schedules. It will be important to understand how the EMR architecture can support these requirements.

Probably the most significant differentiator is our approach to caring for the people we serve. We are committed to a social model of care that addresses the social and economic determinants of health and works hard to align and integrate that with the medical model of care delivered by most primary care and hospital based systems.

5.2 Integrated Care Model Support

VCN understands that EMRs that support the integration of mental health, substance use disorder and developmental disability services with physical health delivery system are a nascent technology and that as value-based payments become more prevalent and the Vermont Model of Care is implemented, the need for this integration will be crucial. VCN intends to partner with a vendor who understands the increasing need for integrated care and is taking a thought-leader approach to the research and development of this emerging EMR functionality.

5.3 Core Behavioral Health EMR Capabilities

5.3.1 Operational Efficiency

As mentioned above, a major goal of this RFP is to enable the agencies to achieve efficiencies and improve care delivery through the use of an EMR and not have it be an additional administrative barrier that gets in the way of providing high quality care. A key consideration in the evaluation of RFP responses will be the ability for the EMR to enable efficient workflows and data capture/maintenance. While achieving operational efficiency requires a both a competent EMR product and a thoughtful, iterative approach to implementation and optimization, VCN is seeking vendors who have demonstrated success within their customer base. In each of the sections below, vendors should include examples of implementations that have demonstrated efficiency through reduction of the data capture/maintenance burden, while improving overall data quality and access.

5.3.2 Client Registration, Appointments and Scheduling

VCN agencies current workflows include a variety of client registration and scheduling scenarios. Agencies would like to move to an integrated electronic, data-driven intake process to reduce the burden in managing paper registrations and client data maintenance. Agency staff requires access to client registration/demographic information across the EMR. Data capture workflows and business rules for managing required data elements must be intuitive and efficient. Scheduling functions should include client waitlist, and provider reassignment, automated reminder calls/texts for scheduled visits, and reminders for following up on appointments that have been canceled. Scheduling modules should allow for the scheduling of resources, such as individuals, providers, groups, block schedules, rooms, and equipment. Additionally, automated scheduling assistance, should be part of the workflow. Vendors should describe the alerts that are available to notify registration staff about co-pays, new payer rules, etc.

5.3.3 Call Center

Some VCN agencies maintain a crisis call center. Vendors should describe the functionality that allows call center operators to log calls, document crises efficiently and accurately. This functionality should include the ability to record calls from patients who are not yet clients and then subsequently associate that call with the patient if the client receives future services.

5.3.4 Referral management

Referral management is a key component of delivering coordinated care. Understanding how a vendor's EMR has been used to facilitate referral management between primary care and mental health services will help VCN understand the EMRs capabilities. Vendors should describe how the EMR could support the ability to track and support patients when they obtain outside services and to ensure safe and timely referrals or transitions. This section should cover both inbound and external referral tracking processes as well as the ability to track and report waitlist times and other metrics. Vendor responses should include information on workflow considerations and reporting functions.

5.3.5 Care Coordination and Case Management

While the concepts of care coordination and case management are often used interchangeably, and encompass a broad range of functionality, for the purposes of this RFP, it can be defined as the integration of patient care activities between a multi-disciplinary team of behavioral health, physical health, and other service providers (transportation, etc.) involved in a patient's treatment to facilitate the efficient delivery of care. Specifically, the goal is to reduce fragmentation and improve the quality of referrals and transitions.

Through the RFP responses, we expect to gain an understanding of how the EMR supports communication and coordination of care among integrated teams, and the ability to provide clinical and administrative messaging and data/form information capabilities both internal to the organization and with outside organizations.

5.3.6 Assessment Functionality

One of the major challenges facing our member agencies is standardization of assessment tools, and methods, and reducing the operational burden from documenting, managing and tracking assessments. As healthcare moves away from fee for service toward outcomes based reimbursement, accurately assessing the people we serve, and capturing that information in a format that we can analyze and report on will become increasingly important. Vendors should describe their EMR assessment functionality and how their EMR has been implemented at other organizations to maximize the effectiveness of assessments to improve client outcomes, while reducing operational burden associated with management of assessments.

5.3.7 Treatment Plan Workflow

The workflow surrounding the creation, management and coordination of the treatment plan is a key factor in the evaluation of the RFP responses. The EMR should offer a flexible approach to the creation of treatment plans. The treatment plans should support clinical best practices, providing decision-making support, and include templates for goals, objectives, and interventions as well as a mechanism to track, measure and report on progress towards goals. The workflow should be intuitive and not burdensome to use. Notifications for tracking progress towards target dates for goals and objectives should be managed in a way that will prompt actionable user responses and avoid alert-fatigue. Vendors

should provide proven examples of implementations with effective treatment plan workflows, and describe how they can design and implement a consistent yet flexible treatment planning functionality for multiple agencies.

Vendors should also describe their solution's ability to link treatment plans to services billed and alert staff to change the treatment plan if the service being scheduled is not prescribed. Vendors should describe how the solution can be configured to address Developmental Service treatment planning needs, and how Individual Service Agreements (ISAs) are incorporated into treatment planning for Developmental Services divisions.

5.3.8 Group Management

Vendors should describe the EMR's ability to schedule groups of individuals, assign the right staff with appropriate credentials, create appropriate documentation based on group activity, and bill for groups. Describe how client participation in groups is tracked and integrated with the client treatment plan.

5.3.9 Electronic Prescription Integration

Vendors should describe the method and degree to which your EMR solution integrates with electronic prescription systems and manages medication reconciliation, prescribing of controlled substances, and management of errors and exceptions from an end-user perspective.

5.3.10 Laboratory Integration

Describe how your solution sends lab orders and receives lab results electronically. Include details on workflows surrounding result verification. Include information on supported interfaces and standardized code sets.

5.3.11 Documentation Management

Meeting federal, state, and grant specific documentation is challenging for our member agencies particularly given the breadth of funding mechanisms and related documentation requirements. Vendors should describe how document management functionality is integrated into workflows, and how users are notified about incomplete documentation, or target completion date slippages.

5.3.12 Consent Management

A large subset of people that we serve suffer from substance use disorders. That, combined with the fact that our member agencies receive funding to treat them, make a significant portion of our data subject to 42 CFR Part 2. In order to comply with this federal statute, and still participate in health care reform, the preferred system will be required to interact with, or provide consent management. Vendors are asked to respond with detailed descriptions of how their solution currently address 42 CFR Part 2, and how their solution would interact with health information exchanges, consent management solutions or other similar systems.

5.3.13 Billing Requirements

The selected EMR must address the complexity of each agency's billing requirements: calculate charges based on multiple parameters, access fee schedules and coding tables, submit claims securely, and track payments. The successful vendor will enable agencies to use data libraries that are consistent across the network, but still allow for the unique fee schedule of each agency. For example, vendors should describe how to create a universal data library of Current Protocol Terminology (CPT) and Healthcare Common Procedure Coding System (HCPCS) codes utilized by all agencies and also the agency-specific fee schedules. Vendors should describe the options of integration of GL into billing workflows.

Vendors should also describe the mechanisms available to prevent claims from being sent out when there is incomplete documentation or coding that would result in the claim getting rejected.

5.3.14 Claims and Authorization Management

The DAs currently require support for multiple payers, (waterfall billing) sliding fee scales, as well as write offs. At a minimum any billing system must support electronic submission and reconciliation via 835 and 837 messaging. Also, vendors should describe how the system handles the billing reversal process to allow for corrections and rebilling due to payer changes, modifications to base service, etc. Vendors should also describe how their solution handles patient authorizations.

5.3.15 Residential Services/Inpatient Services

Long term residential care programs and acute care inpatient (crisis beds) present unique challenges such as census information scheduling. Vendors should describe how their EMR provides support management of care and clients in these care settings.

5.3.16 Reporting Functionality

5.3.16.1 Utilization Reports

Please list and describe all of the EMR utilization reports that are pre-delivered with the system. These reports will show how well the EMR is being utilized by users, and identify gaps or areas that require follow-up or attention.

Examples include:

- Number of unsigned notes by provider
- Number of medication orders by provider
- Time per encounter
- Patients seen per day per provider
- Treatment plan milestone reporting
- Records requests and tracking
- HIPAA compliance reports e.g. unsuccessful attempts to access records

5.3.16.2 Meaningful Use Reporting

Please list the standard reports that your product currently produces to support meaningful use.

5.3.16.3 Population Health Reporting

Please provide information on your approach to population health reporting as well as a listing of the types of reports that are available in the EMR. A partial list of examples is listed below:

- Stratify patients according to risk
- Identify high cost patients
- Identify gaps in care

5.3.16.4 ACO Reporting

As mentioned before, while there is still some uncertainty regarding the specifics of how the DAs will fit into the ACO model in Vermont, there is no doubt that they will need unprecedented capability to understand cost and quality of the care they deliver. A partial list of examples reports are listed below.

5.3.16.5 Billing Reporting

Vendors should provide a list of all included billing reports, (days in AR, by payer, by time period) as well as three examples of custom reports that have been created for/by other clients.

5.3.16.6 Performance Management

Please provide information on your approach for:

- Tracking specific outcomes
- Cost metrics
- Billing system support for value based payments

5.3.16.7 Outcomes and Measure Reporting

The network agencies will need to measure and report on performance outcomes differently that they do in the current environment. Currently, the agencies primarily provide service level data to the State of Vermont and other funders. This data includes tracking elapsed time between a call/referral for services and a visit, how long until client receives services, wait list reporting and other engagement measures.

While this is beginning to change and outcome data is playing a larger role, the major future shift will be three-fold: 1) financial data will be tied to performance data for reporting purposes; 2) agencies will need to measure performance data in a way that will allow for assessment and continuous quality improvement; and 3) outcomes will be tied to population health and risk. In addition, collaboration, integration and care coordination will also be utilized and measured as VBP demands integrated - or at

least highly coordinated - care. Vendors are asked to describe how their reporting solution can be implemented to provide data and visualizations required for outcomes and measure reporting.

5.3.16.8 Other Reporting and Data Analytics

The ability to build and generate custom reports will be a key consideration of the evaluation of the EMR proposals. In this section we are looking to understand how the EMR is setup to accommodate connections to 3rd party analytic tools and reporting tools, and understand the process to connect to the database to generate reports. This section should include information about any built-in report writers and 3rd party report writing tools.

5.4 Associated Applications

5.4.1 General Ledger

An important factor is the ability of the selected EMR to interface with a general ledger or provide an embedded general ledger. Vendors are asked to describe how their system provides/manages general ledger functionality, and how it integrates with the billing and claims management system. Vendors should also describe any 3rd party components that they can integrate with for functionality such as zip code verification, mileage reimbursement, etc.

5.4.2 Payroll and Human Resources

Describe the level of integration your solution provides for payroll and human resources particularly as they relate to staff that are providing direct services.

6 Scope of Work - Technical Requirements

This section outlines Technical considerations and requirements. Vendors should use **Appendix H - Technical Requirements** to respond to these requirements.

6.1 Certification

VCN is seeking EMR vendors who are ONC Meaningful Use certified for the 2015 edition.

<https://www.healthit.gov/policy-researchers-implementers/2015-edition-final-rule>

Vendors whose products are in the process of getting certified for the 2015 edition are welcome to respond as well. In general, this RFP will not duplicate requirements that are already covered in the certification criteria, however it will ask for additional information regarding costs for additional functionality and information about how objectives are accomplished.

6.2 Security

All vendors should include the following in their response:

1. Application uptime statistics and guarantees.
2. How the EMR application complies with HIPAA standards, 45 CFR 65 Part 164 Security and Privacy.
3. Support for multi-factor authentication.
4. Support for Single Sign-On/LDAP Integration.
5. Provide 3rd party audit information from a credible HIPAA audit firm.

For vendors who offer a cloud/SaaS or remote hosted EMR solution, understanding the security posture and approach to application availability will be a critical factor in the evaluation of the proposals. Using the response template, please address the following:

1. Approach to application availability, backup, redundancy and recovery.
2. Approach to penetration and environment stress testing.
3. SAS 70 / SOC/PCI or other applicable certifications.
4. Security incident notifications process.

6.3 Role based access to data and functions

Vendor response should include detailed information on how access to data and functions are managed by role based permissions or other methods, and how user access management is performed.

6.4 Restricted access to client data

Vendors should describe how security settings are administered for staff so that some restricted client records can only be seen by certain personnel, or whereby sections of a client record (e.g. covering substance abuse) cannot be seen by staff in divisions outside of substance abuse, or by parents, etc. For example, how would the system manage data access for a client who was seen in a program covered by 42 CFR Part 2 and also in a mental health program?

6.5 Multi-Organization Architecture

Ideally VCN is seeking a vendor who can provide a single instance of their EMR that serves multiple, distinct clients. Please describe how your EMR architecture would meet our needs. (E.g. is there a single physical database with logical partitions for each practice? Does each practice have its own database, but share a centralized-instance of the application?)

Vendors should describe how agency data would be segmented, and whether or how cross agency data access and analytics might be performed.

Vendors should also describe how staff who work across agencies can access client data from multiple agencies, and how client records can be shared across agencies.

6.6 Patient Identity

In a multi-organization model, how are patients identified? Does the patient have the same identifier across each organization, or is their identity unique for each organization? If the patient identities are unique across organizations, can they be mapped to a master patient index?

6.7 Application Hosting and Hardware Requirements

Please provide information on where the application is hosted. Is it customer-hosted? Could one customer host it for all of the entities? Does the vendor host it? Is it a SaaS solution?

Include hardware requirements including end-user device requirements, bandwidth requirements and peripheral device requirements (signature pads, etc.). If the servers must be locally hosted, please provide server hardware specifications. Include specifications for high availability, redundancy and disaster recovery. Include details on scaling the application and environment for future user growth.

Provide details about system performance and expected wait times for various EMR functions. Include variables that impact performance and remediation strategies.

6.8 Data Access

Access to our data for reporting is of paramount importance. VCN does not expect that vendors will have every possible report pre-built and delivered with the system. Please describe how we will be able

to run our own queries and extract routines against the database using a database schema including details on the tools that would be supported or required (e.g. SSRS)

Beyond the application user interface, describe the mechanism by which agencies would have access to their data. Include Business Intelligence tools that are available as part of your solution, or are compatible with your solution. Also include whether or how data would be exported for further analysis and or comparisons with other data sets.

6.9 Data Extracts

In an effort to improve agencies ability to analyze their data, and in order to aggregate agency data, VCN has constructed a data repository in a secure private cloud. Interfacing with the VCN Data Repository is currently being designed to ingest a record set that includes several clinical domains as well as service data, automatically uploaded daily. The successful vendor will be able to meet the VCN Data Repository data extract specification.

In addition to the VCN Data Repository, the agencies are contractually obligated to produce fixed length ASCII files on a monthly basis. The successful product must be able to capture the required data elements, and produce these reports accurately.

Please refer to the links below:

Data Extract	Description/Cadence	Specification
State of Vermont Dept. of Mental Health MSR	Fixed length ASCII files on a monthly basis.	http://mentalhealth.vermont.gov/sites/dmh/files/publications/MSR-DataSubmissionDefinition_v51.3_060616.pdf
State of Vermont ADAP SATIS	Fixed length ASCII files on a monthly basis.	http://healthvermont.gov/adap/grantees/documents/SATIS_ProviderDataElements_ICD_10.pdf
VCN Data Repository	Multiple delimited files on daily basis.	http://www.vermontcarepartners.org/pdf/files//165_VCN_Flat_File_Specifications.pdf
State of Vermont Dept. of Mental Health Monthly Financial report	Monthly budget reports from GL system; 4 specifications provided for reference.	http://vermontcarepartners.org/library.php?tag_id=81

6.10 Interoperability

The ability to exchange health information with other healthcare entities including hospitals, the state HIE, data repositories and registries will be a key consideration in the selection of an EMR vendor. VCN will favor vendors with a strong commitment to interoperability, data portability and the adoption and incorporation of new and existing interoperability standards. Vendors are invited to share examples of how clients have achieved interoperability goals using their EMR. Please provide examples of successful interoperability projects from your customer base and include information about your approach to semantic interoperability both within the behavioral health realm and with the physical healthcare delivery system.

6.11 Interfaces

VCN will require a variety of both inbound and outbound HL7 interfaces. Please provide details about the types of interfaces that you've developed for your clients and supported capabilities for transport methods including web services and TCP/IP over VPN and the associated costs for interface development and support.

Interfaces include:

- Lab Interface: transmit orders and receive results
- ADT Interface
- CCD/CCDA Interface
- Electronic Prescriptions
- Immunization
- Patient Portal
- Other HL7 Compliant Messaging
 - List which message types currently supported

6.12 EMR Application Delivery and Access

To meet the needs of our geographically distributed workforce and office-based workers, it will be necessary to understand how the application is delivered to end users e.g. (browser, fat client, Citrix, etc.) and what options exist for remotely accessing the EMR including mobile device access. Vendors should also describe mobile device/solution offline editing and synchronization to system capabilities.

6.13 Usability

VCN is seeking vendors who have taken a user-centric approach to the design of their EMR systems. Although the concept of usability can be subjective, and the intuitiveness of an EMR can vary from person to person, there are established usability design principles that contribute to the usability of the EMR. Please provide details about your approach to usability, accessibility and user-centered design.

7 Scope of Work - Implementation Considerations

We recognize that the implementation plan is an essential critical success factor for an EMR implementation project, particularly one of this complexity. This section outlines implementation considerations and requirements. We request that vendors use **Appendix I - Implementation Approach** to respond to these requirements.

7.1 Implementation Approach

We understand that implementing an EMR across a disparate, multiple organization, and network will require a different approach from the typical standalone EMR implementation plan. The implementation approach will obviously depend on the number of agencies that decide to transition to the new EMR, and the timeframe for their migration. We invite vendors to respond with details of their recommended implementation approach, based on their prior experience with this type of implementation. Vendor responses should include an evaluation of the benefits and risks of suggested implementation options, such as migrating a set of agencies from one vendor system, or looking at a multi-agency plan where functional workflows can be developed cross-agency, an option whereby one agency is selected as a pilot, or a combination of these approaches. Vendor responses should include their assessment of the critical success factors in EMR implementation.

7.2 EMR Customization

EMR implementation projects are generally challenged with striking a balance between leveraging out of the box workflows and templates and extensively customizing workflows and forms to fit how an organization is currently doing business. In the functional requirements section, we asked how the EMR could be customized and extended. In this section, our focus is on how the vendor implementation team will work with the agency and cross-agency implementation teams to determine the workflow and form design, leveraging out of the box functionality as much as possible, combined with vendor experience of best practice in developing workflows, forms, assessments, and treatment plans that directly contribute to improving patient outcomes, while minimizing the operational burden on agency staff.

7.3 Organizational Change Management

The realization of the shared vision outlined in this RFP will require a shift from how each agency is currently doing business as a standalone entity, to a cross-agency approach that should reduce the financial and operational cost of the implementation project, and establish a governance model/framework for a reduction of financial and operational burden in the future through sharing of resources, skills, knowledge, training, EMR upgrade and optimization planning etc. Vendors should discuss how they intend to approach this implementation, guiding and managing organizational change, so that this vision is realized through the implementation project.

7.4 Program & Project Management

The selected vendor will be required to follow an industry standard best practice program and project management methodologies similar to the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) Guide. All staff and subcontractors proposed to be used by a Vendor shall be required to follow a consistent methodology for all Contract activities. The vendor response should include details on the project management methodology that has been leveraged on prior EMR implementation projects. Vendors are also asked to include a detailed project management plan for this project, including a high level timeline based on their recommended implementation approach, key milestones, project management deliverables, and project deliverables.

The vendor will provide a project manager ("PM") and his/her effort will incorporate all the tasks necessary to successfully implement the project. These tasks will include, among others consistent with the PMBOK methodology: managing and updating Project Plans, assigning staff, scheduling meetings, publishing weekly status reports, managing risk and issue logs, managing key decisions log, addressing project issues and change orders, and preparing presentations for State stakeholders. A successful Vendor's Project Manager shall have overall responsibility for the project deliverables, schedule, and successful implementation of the project as planned and all activities of Contractor's resources.

7.5 Data Conversion

In our experience, the migration of data from one EMR to another is a critical high-risk component of an EMR transition project. Many vendor implementation teams fail to understand the extent of data quality issues that exist in legacy EMR systems, and fail to appreciate the impact that this can have on the implementation project and timeline, and the overall success of the EMR implementation from a clinical perspective. The various artifacts that exist as part of a patient's health record further complicate behavioral Health EMR data migration. While some data is stored as discrete data fields in the EMR, much of the assessment and treatment plans are stored electronically or in hard copy at the agency. Vendors have access to the full list of EMR systems currently deployed across the agencies. Responses should include a detailed data migration approach and plan that includes an assessment of current system data quality, identifies risks and gaps, and a data validation/quality assurance plan. Vendor responses should include specific listing of data migration projects to their product from the EMR's currently used by agencies, including a listing of the discrete and non-discrete data-elements that were converted, and how historic data and associated documents/artifacts can be accessed on the patient's medical record. Vendor responses should also include details on migration of General Ledger data from EMR or standalone systems into their proposed solution.

7.6 Quality Assurance

Vendors should include a description of their quality assurance methodology, including internal testing for enhancements or customizations that require development, and testing methods utilized by the implementation team for forms, workflows and other system configurations. Vendors should include

sample quality assurance test plans, and details of tools and response/resolution times for issues identified during the implementation project.

7.7 Training

The vendor response should include a comprehensive training plan, with supporting example material, based on their best practice implementation methodology. Responses should include a clear delineation between the vendor and VCN/agency team for responsibility for the development of training material, and the delivery of training for the organization. Vendors should include recommendations on cross-organizational training models that would minimize the work effort for each agency during the implementation project, and could create a “center of excellence” type model for cross-organizational collaboration for clinical informatics and training post-implementation.

7.8 Deployment

Vendors should describe their overall approach regarding deployment. Please include in the response what the Vendor believes will be an effective process for each component and flow between each of the following areas:

1. Implementation/Rollout Planning
2. Implementation Strategy, Approach and Timeline
3. Data and Document Retention
4. Issues, Challenges and Potential Risks
5. Stabilization period

7.9 Implementation Best Practices

It will be helpful to understand what the Vendor sees as the successes and primary challenges in the implementation of similar systems. In order to gain this insight, VCN would like to draw upon the Vendor’s experiences with similar projects. Please describe any “lessons learned” from the Vendor’s relevant experience, citing the project referenced, and how those lessons learned will impact the Vendor’s approach to this project.

7.10 VCN and Agency Team Roles and Responsibilities

We understand that a collaborative team approach is required to ensure success on this project. However, while the vendor implementation team is typically dedicated to a client project, in many instances, the client team is managing their typical day-to-day business responsibilities in addition to their project task list. In order to ensure that we bring the right resources and skill sets to the combined team, we request that the vendor clearly outline their requirements for the VCN/agency project team, including roles and responsibilities and estimated time required on the project. In addition, the vendor response should include a list of deliverables, with clear delineation of vendor/agency ownership for each deliverable.

8 Vendor Experience and Qualifications

This section describes how vendors should respond to the Vendor Experience and Qualifications template. We request that vendors use **Appendix J - Vendor Experience and References** to respond to these requirements.

The earlier sections of this RFP focus on “what” functionality is required, and “how” the EMR product can meet that requirement, and the design and implementation approach. In this section, vendors are asked to respond with detailed descriptions of prior experience of EMR implementations that are similar in nature to the VCN multi-organizational network/system of care requirements.

Vendors should respond citing specific examples of the implementation of their EMR at a multi-entity organization or network, including information such as:

- Network/multi-entity architecture and design
- How their EMR is designed to meet the needs of multiple organizations
- Risks and challenges with these implementations, and how their team overcame these
- Experience with changing the culture in organizations to streamline operations, create efficiencies, and fully leverage the functionality of an EMR.

Vendors are also requested to describe why they are the right partner for the VCN network, and how they can strategically position the VCN and agency team to be ready for the major healthcare changes currently in progress, and those on the horizon. Please outline your position on current behavioral healthcare trends, your vision for the future, and how your firm is assisting in the evolution of healthcare in the US and globally.

Please also use this template to provide information on proposed subcontractors, their experience, and example projects where vendor and subcontractor have teamed previously.

9 Pricing

The cost of the proposed EHR solution will be an important factor in determining which offerings will best meet the needs of the organization. Each vendor must provide a complete cost estimate for the proposed EHR solution, which details one time and recurring costs, utilizing **Appendix K - Pricing Proposal**. Vendors may attach additional narrative responses to augment the template if needed. The intent of this template is to understand estimated costs for implementing the core EMR and additional components and services that would be required to fulfill the outlined requirements. These cost estimates are considered as representative or ballpark costs only. Selected vendors will have an opportunity to refine pricing based on final scope and requirements during the procurement phase.

Please use the worksheet response template to provide the following information:

1. Application software: identify and price the EHR software application including all of the modules and components necessary to achieve the EHR functionality described in other sections of the proposal.
2. Third party software: identify and price any third party software, dictionaries or services required to achieve the EHR functionality described in other sections of the proposal.

3. Please clearly show core functionality that is included in the base price, and available optional functionality.
4. Please provide information on the pricing model, for example is the EMR licensed per provider or per user, or are their monthly subscription fees?
5. Implementation: The vendor must estimate the cost of project management, training and other professional services necessary to successfully install the EHR solution. In each estimate, the vendor must itemize the products and services necessary to install and implement the solution. For each item, describe the item, the basis for the price (e.g., per user, per site, per server, per hour) and how the item/price will vary by customer size. If by user, please indicate pricing by user type: physician, mid-level administrator, other as applicable.
6. Data Access/Interfaces: detail the price to develop, implement, and support each of the required interfaces, data extracts or custom reports.
7. Product maintenance and support: The vendor must specify the price of the product maintenance and technical support services described in the proposal.
8. If the vendor does not provide one or more of the required products or services, the vendor must identify these items and provide a reasonable estimate of the cost based on their past experience with similar practices. If the estimate assumes existing infrastructure (e.g., Internet connectivity) this assumption must be clearly stated. A copy of the vendor's standard sales contract should also be attached.

10 Support and Maintenance

Vendors should use the **Appendix L - Support and Maintenance** response template to provide information about software warranties including details that cover product functionality, EMR uptime and expected performance. This section will also cover the support process, Service Level Agreement for the EMR and all 3rd Party software and services.

11 Contract Information

11.1 Contract Requirements

VCN expects the Vendor to agree to the Contracting Provisions outlined in this RFP. Exceptions to the Contracting Provisions shall be noted in the bidder's cover letter and further defined by completing the Proposed Changes to Standard Terms and Conditions form included in Appendix A. Exceptions shall be subject to review by the VCN and legal counsel.

Failure to note exceptions will be deemed to be acceptance of these Contract Provisions.

If exceptions are not noted in the RFP but raised during contract negotiations, the VCN reserves the right to cancel the negotiation if deemed to be in the best interests of VCN.

VCN reserves the right to incorporate standard contract provisions which can be mutually agreed upon into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day-to-day relationships with the Vendor, but may not substantially alter the requirements of this RFP. Further, the successful Vendor is to be aware that all material submitted in response to this RFP, as well as the RFP itself, may be included in the final contract. The selected Vendor(s) will sign a contract with VCN to provide the items named in their responses, at the prices provided during the procurement scoping phase. The Contract will be subject to review throughout its term. VCN will consider cancellation upon discovery that the selected Vendor is in violation of any portion of the Contract, including an inability by the Vendor to provide the products, support and/or service offered in their response. If two or more organizations' joint proposal is apparently successful, one organization must be designated as the Prime Bidder. The Prime Bidder will be VCN's sole point of contact and will bear sole responsibility for performance under any resulting Contract. VCN reserves the right to cancel this RFP, to make a partial award, or to make no award if it determines that such action is in the best interest of VCN and its member agencies.

11.2 Contract Review

All contracts shall be reviewed and approved by the VCN Executive Team and Legal Counsel.

11.3 Contract Type and Terms

The contract type and terms will be determined during the scoping phase of this procurement.

11.4 Contract Elements

The term "Contract" means the Contract awarded as a result of this RFP and all exhibits thereto. At a minimum, the following documents will be incorporated into the Contract:

1. This RFP and all supplements and exhibits

2. Any modifications, addenda or amendments issued in conjunction with this RFP
3. The successful Vendor's proposal
4. Any other attachments as agreed

VCN reserves the right to negotiate additional contract terms and conditions. Vendors are responsible for reviewing the Contracting Provisions of this RFP and noting any exceptions, reservations, and limitations in their Proposal.

11.5 External Factors

External factors may affect the project, including budgetary and resource constraints. Any Contract resulting from the RFP is subject to the availability of state and federal funds. As of the issuance of this RFP, VCN anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, VCN reserves the right to withdraw the RFP or terminate the resulting Contract without penalty.

11.6 Cancellation

The Contract between VCN and the Vendor will be cancellable for convenience upon 30 days written notice. VCN shall also specifically reserve the right to cancel the Contract, or any portion thereof, if, in the opinion of VCN, the services or materials supplied by the Vendor are not consistent with the terms of the Contract. VCN will consider cancellation upon discovery that a Vendor is in violation of any portion of the Contract, including an inability by the Vendor to provide the products, support, and/or service offered in its response.

11.7 Liquidated Damages Scheduling Penalties

VCN and the Vendor agree that failure by the Vendor to meet the performance standards and timelines set forth will result in damages sustained by VCN and that it is difficult to quantify VCN's actual damages sustained by reason of such failure. It is agreed by both parties that this RFP will establish the baseline schedule for measuring Vendor performance. It is therefore agreed that VCN may require the Vendor to pay liquidated damages for failure according to the following criteria.

1. For failure by the Vendor to meet a deliverable date, VCN may require the Vendor to pay liquidated damages per work day, for each and every day thereafter until such deliverable is completed and accepted as corrected and approved by VCN. The parties understand that liquidated damages are intended to be a last resort to expedite action on the part of Vendor and are not intended to be punitive. VCN, at its option, may begin default proceedings at any point during the period during which the Vendor has failed to meet timeliness, performance standard, documentation, work product, or deliverable date(s). VCN will not begin default proceedings prior to the beginning of the calendar month following the deliverable due date. The deliverable due dates will be defined in the final Schedule and Work Plan.

2. Prior to exercising the option to impose liquidated damages, VCN and the Vendor shall attempt to resolve all issues through the course of normal business activities using applicable agreed “cure” periods to correct failures.
3. Written notification of failure to meet a performance standard, documentation, work product, or deliverable related to this contract may be given by VCN’s Contract Manager at any time a failure occurs. In the event of failure to meet a performance standard, documentation, work product, or deliverable, the Vendor must have up to fifteen (15) calendar days from the date of receipt of the written notification to correct the failure set forth in the written notification. If the failure is not resolved within the period and VCN deems that the Vendor has not acted in good faith, liquidated damages may be imposed retroactively to the date of expected delivery.
4. The Vendor shall not be liable for liquidated damages which result from events that are directly caused by the failure of VCN to perform any required activity, force majeure, or any other cause that is not the Vendor’s responsibility under this Contract.
Additionally, The Vendor shall be relieved of its commitments to the extent any delays or service interruptions are due to: action or inaction by VCN, its end-users, their employees, invitees, and third parties, including, but not limited to, changes in applications, protocols, or transmission parameters without prior coordination with the Vendor; breach of this Agreement by VCN; or any other cause beyond the control of the Vendor including, but not limited to Force Majeure or failure or unavailability of VCN’s data center or equipment not provided by the Vendor.
5. If for any reason the Vendor is delayed in meeting the approved schedule due to negligence on the part of VCN or by any cause not due to the Vendor’s fault or negligence, then the Contract schedule may, at VCN’s option, be extended by change order for such reasonable time as VCN may determine. Any claim for extension of time must be made in writing to the VCN Contract Manager not more than five calendar days after the Vendor reasonably should have become aware of the delay.

11.8 Warranties

VCN expects the Vendor to make the following warranties:

- i. The Vendor has all requisite power and authority to execute, deliver and perform its obligations under the Contract and the execution, delivery and performance of the Contract by the Vendor has been duly authorized by the Vendor.
- ii. There is no outstanding litigation, arbitrated matter or other dispute to which the Vendor is a party, which, if decided unfavorably to the Vendor, would reasonably be expected to have a material adverse effect on the Vendor’s ability to fulfill its obligations under the Contract.
- iii. The Vendor will comply with all laws applicable to its performance of the services and otherwise to the Vendor in connection with its obligations under the Contract. The vendor product warranties in compliance with Federal and State mandates at no additional charge. The

vendor product warranties will comply with HIPAA and HITECH as they pertain to all application modules at no additional charge.

- iv. All deliverables will be free from material errors and shall perform in accordance with the specifications therefor.
- v. The Vendor owns or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the deliverables as set forth in the Contract and none of the deliverables or other materials or technology provided by the Vendor to VCN will infringe upon or misappropriate the intellectual property rights of any third party.
- vi. Each and all of the services shall be performed in a timely, diligent, professional and work person like manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment. At its own expense and without limiting any other rights or remedies of VCN hereunder, the Vendor shall re-perform any services that the VCN has determined to be unsatisfactory in its reasonable discretion, or the Vendor will refund that portion of the fees attributable to each such deficiency.
- vii. The Vendor has adequate resources to fulfill its obligations under the Contract.
- viii. Virus Protection. Vendor warrants and represents that any time software is delivered to VCN, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State.

11.9 Change Order Procedures

VCN and the Vendor must work together to develop a Change Order Procedures and a System Modification Authorization (SMA) form. A SMA form will be completed for every request for a system enhancement. It will serve as the tracking mechanism for the receipt of a Change Order request through completion of all required actions. VCN must approve any changes in scope, timeline or cost.

As soon as possible after receipt of a System Modification Authorization form, but not more than ten (10) business days (unless an extension is agreed to by VCN) thereafter, the Vendor must provide a written statement defining the scope of work, estimating the time for completion, and whether the change has a price impact on the contract. The statement must include a description of the work to be done and price increase or decrease involved in implementing the change. The cost or credit to VCN resulting from a change in the work must be the total of the number of person-hours by level of expertise times the hourly Change Order rate bid by the Vendor. VCN will approve the SMA form or

request more information within ten (10) business days of receipt of the completed SMA form. SMA that incurs cost to VCN may require contract amendment prior to approval.

The provision for Change Orders does not include any corrections of deficiencies for any activities or deliverables for which the Vendor is responsible under the terms of the SOW and contract. Such corrections and deliverables are the responsibility of the Vendor without charge to VCN. Any costs associated with an investigation to determine the source of a problem requiring correction is also the responsibility of the Vendor.

11.10 Proof of Insurance Coverage

The Vendor will furnish the VCN Contract Manager original Certificates of Insurance evidencing the required coverage to be in force on the date of award, and renewal certificates of insurance, or such similar evidence, if the coverage has expiration or renewal date occurring during the term of the Agreement. The Vendor will submit evidence of insurance prior to Agreement award. The failure of VCN to obtain such evidence from the Vendor before permitting the Vendor to commence work will not be deemed to be a waiver by VCN and the Vendor will remain under continuing obligation to maintain and provide proof of the insurance coverage.

The insurance specified above will be carried until all services required to be performed under the terms of the Agreement are satisfactorily completed. Failure to carry or keep such insurance in force will constitute a violation of the Agreement, and VCN maintains the right to stop work until proper evidence of insurance is provided.

The insurance will provide for thirty (30) calendar days prior written Notice to be given to VCN in the event coverage is substantially changed, canceled, or non-renewed. The Vendor must submit a new coverage binder to VCN to ensure no break in coverage.

The Vendor will require all Subcontractors operating in Vermont to carry Worker's Compensation coverage in the amounts required by Vermont law. The Vendor may provide the coverage for any or all Subcontractors, and, if so, the evidence of insurance submitted will so stipulate.

The Parties expressly understand and agree that any insurance coverage and limits furnished by the Vendor will in no way expand or limit the Vendor's liabilities and responsibilities specified within the contract documents or by applicable law.

The Vendor and each Subcontractor agree that insurer will waive their rights of subrogation against VCN.

The Vendor expressly understands and agrees that any insurance maintained by VCN will apply in excess of and not conflict with insurance provided by Vendor under the Agreement.

If the Vendor, or its Subcontractor(s), desire additional coverage, higher limits of liability, or other modifications for its own protection, the Vendor and each of its Subcontractors will be responsible for the acquisition and cost of such additional protection.

11.11 Taxes

Most VCN purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The Vendor agrees to pay all Vermont taxes that may be due as a result of this contract. If taxes are to be applied to the purchase it will be so noted in the response.

12 Appendix A: Contracting provisions

CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement.** This Agreement, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, “Party” shall mean the Vendor, Grantee or Sub-recipient, with whom VCN executing this Agreement and consistent with the form of the Agreement.
4. **No Employee Benefits For Party:** The Party understands that VCN will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to VCN employees, nor will VCN withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement.
5. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of VCN.

The Party shall defend VCN and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. VCN shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the VCN within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

The Party shall indemnify VCN and its officers and employees in the event that VCN, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

6. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the VCN through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party’s operations. These are solely minimums that have been established to protect the interests of VCN.

Workers Compensation: With respect to all operations performed, the Party shall carry workers’ compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the VCN and its officers and employees as additional insured for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the VCN and its officers and employees as additional insured for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$1,000,000** per occurrence, and **\$3,000,000** aggregate.

8. **Reliance by VCN on Representations:** All payments by VCN under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Representatives of The State of Vermont, or the Federal Government, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

11. Sub-Agreements: Party shall not assign, subcontract or sub-grant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of VCN.

12. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

13. Certification Regarding Debarment: Party certifies, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

14. Privacy and Security Standards.

Protected Health Information: The Vendor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Vendor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Vendor or Subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Vendor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Vendor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any

applicable Board of Health confidentiality regulations. The Vendor shall ensure that all of its employees and Subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The Vendor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, and Ch. 62.

- 15. Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of VCN, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to VCN upon 30 days' notice by VCN. With respect to software computer programs and / or source codes first developed for VCN, all the work shall be considered "work for hire," i.e., VCN, not the Vendor or Subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Vendor shall not sell or copyright a work product or item produced under this agreement without explicit permission from VCN.

If the Vendor is operating a system or application on behalf of VCN, then the Vendor shall not make information entered into the system or application available for uses by any other party than VCN, without prior authorization by VCN. Nothing herein shall entitle VCN to pre-existing Vendor's materials.

- 16. Security and Data Transfers.** VCN shall work with the Vendor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. VCN will advise the Vendor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Vendor to implement any required.

The Vendor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Vendor will also assure that any media or mechanism used to store or transfer data to or from VCN includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Vendor will make every reasonable effort to ensure media or data files transferred to VCN are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to VCN, the Vendor shall securely delete

data (including archival backups) from the Vendor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

17. Lobbying. No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

18. Non-discrimination. The Vendor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The Vendor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

13 Appendix B: Business Associate agreement

THIS BUSINESS ASSOCIATE AGREEMENT ("AGREEMENT") IS ENTERED INTO BY AND BETWEEN Behavioral Health Network of Vermont Inc. DBA Vermont Care Network (covered entity) AND [INSERT NAME OF VENDOR/GRANTEE] ("BUSINESS ASSOCIATE") AS OF _____ ("EFFECTIVE DATE").

THIS AGREEMENT

SUPPLEMENTS AND IS MADE A PART OF THE CONTRACT/GRANT TO WHICH IT IS ATTACHED.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 ("Privacy Rule"), and the Security Standards, at 45 CFR Parts 160 and 164 ("Security Rule"), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

- 1. Definitions.** All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

"Agent" means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

"Breach" means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

"Business Associate shall have the meaning given in 45 CFR § 160.103.

"Individual" includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

"Protected Health Information" or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

"Security Incident" means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

"Services" includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR § 160.103 under the definition of Business Associate.

"Subcontractor" means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Sub-grantees.

2. **Identification and Disclosure of Privacy and Security Offices.** Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity's contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.
3. **Permitted and Required Uses/Disclosures of PHI.**
 - 3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
 - 3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.
 - 3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate's Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.
4. **Business Activities.** Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and

disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5. **Safeguards.** Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. **Documenting and Reporting Breaches.**

- 6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.
- 6.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.
- 6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

- 6.4 Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.
7. **Mitigation and Corrective Action.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.
8. **Providing Notice of Breaches.**
- 8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.
- 8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1
- 8.3 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.
- 8.4 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5)

contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.5 Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business Associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. **Agreements with Subcontractors.** Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a Subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.
10. **Access to PHI.** Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR § 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.
11. **Amendment of PHI.** Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.
12. **Accounting of Disclosures.** Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business

Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

- 13. Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

14. Termination.

- 14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.7.
- 14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. Return/Destruction of PHI.

- 15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

- 15.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.
16. **Penalties and Training.** Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.
17. **Security Rule Obligations.** The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.
- 17.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.
- 17.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.
- 17.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

- 17.4 Business Associate shall comply with any reasonable policies and procedures Covered

Entity implements to obtain compliance under the Security Rule.

18. Miscellaneous.

- 18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the contract/grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the contract/grant continue in effect.
- 18.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.
- 18.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.
- 18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule, and the HIPAA omnibus final rule) in construing the meaning and effect of this Agreement.
- 18.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.
- 18.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.
- 18.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- 18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the

expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(Rev: 9/21/13)

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14 Appendix C: Qualified Service Organization Agreement

Qualified Service Organization Agreement (QSOA)

_____ (“Contractor”) and Vermont Care Network (“Program”) hereby enter into a Qualified Service Organization Agreement (QSOA) whereby Contractor agrees to provide substance abuse and/or other related services to Program clients. Contractor requires specific data and information related to substance abuse and related services and this QSOA is established in order to adequately meet the terms of the contract between Program and Contractor.

The contractor:

1. Acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from Vermont Care Network programs identifying or otherwise relating to the patients in our programs (“protected information”), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, and the Health Insurance Portability and Accountability Act (HIPAA) 45 C.F.R. Parts 142, 160, 162 and 164;
2. Agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
3. Agrees to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

15 Appendix D: Agencies Current Systems and Programs

Vendors should refer to attached worksheet titled “Agencies Current Systems and Programs” which provides information on systems currently implemented at each agency, and the programs and services currently provided by agency.

16 Appendix E: Cover Letter and Executive Summary

Vendors should complete the attached document titled “**Appendix E – Cover Letter and Executive Summary**”.

17 Appendix F: Requirements Summary

Vendors should complete the attached worksheet titled “**Appendix F – Requirements Summary**”.

18 Appendix G: Functional Requirements

Vendors should complete the attached document titled “**Appendix G – Functional Requirements**”.

19 Appendix H: Technical Requirements

Vendors should complete the attached document titled “**Appendix H – Technical Requirements**”.

20 Appendix I: Implementation Approach

Vendors should complete the attached document titled “**Appendix I – Implementation Approach**”.

21 Appendix J: Vendor Experience and References

Vendors should complete the attached document titled “**Appendix J – Vendor Experience and References**”.

22 Appendix K: Pricing Proposal

Vendors should complete the attached worksheet titled “**Appendix K – Pricing Proposal**”.

23 Appendix L: Support and Maintenance

Vendors should complete the attached document titled “**Appendix L – Support and Maintenance**”.